

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

OVERSEAS CARRIERS, INC.

Plaintiff,

vs.

TEAM OCEAN SERVICES – DALLAS,
INC.; TEAM OCEAN SERVICES, INC.,
AND TEAM WORLDWIDE, INC.

Defendants.

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Civil Action No. 4:10-CV-02842

DEFENDANT TEAM WORLDWIDE, INC.'S ORIGINAL ANSWER

Defendant Team Worldwide, Inc. (“Team Worldwide”) answers the Plaintiff’s Complaint as follows:

I.

In response to the numbered paragraphs of the Complaint, Team Worldwide responds as follows:

1. Team Worldwide denies the allegations of Paragraph 1 of Plaintiff’s Complaint. Specifically, Team Worldwide denies that this Court has subject matter jurisdiction as jurisdiction is based entirely on the existence of a maritime contract with a provision to arbitrate. No maritime contract exists between Team Worldwide and Plaintiff and there is no other basis for jurisdiction, either federal question or diversity.
2. Team Worldwide denies the allegations of Paragraph 2 of Plaintiff’s Complaint. Specifically, Team Worldwide denies that the Southern District is the appropriate venue for this dispute as Team Worldwide does not reside in the Southern District

and there is no contract between Team Worldwide and Plaintiff. No events giving rise to a claim against Team Worldwide occurred in the Southern District.

3. Team Worldwide admits the allegations of Paragraph 3 of Plaintiff's Complaint.
4. Team Worldwide denies the allegations of Paragraph 4 of Plaintiff's Complaint and denies knowledge of the existence of any entity as set out by Plaintiff.
5. Team Worldwide admits the allegations of Paragraph 5 of Plaintiff's Complaint.
6. Team Worldwide admits the allegations of Paragraph 6 of Plaintiff's Complaint.
7. Team Worldwide denies the allegations of Paragraph 7 of Plaintiff's Complaint.
8. Team Worldwide admits the allegations of Paragraph 8 of Plaintiff's Complaint.
9. Team Worldwide denies the allegations of Paragraph 9 of Plaintiff's Complaint.
Specifically, Team Worldwide denies that it is in the transportation logistics and ocean-transportation industry. Team Worldwide is an active corporation but does not conduct business.
10. Team Worldwide denies the allegations of Paragraph 10 of Plaintiff's Complaint.
11. Team Worldwide denies the allegations of Paragraph 11 of Plaintiff's Complaint.
12. Team Worldwide denies the allegations of Paragraph 12 of Plaintiff's Complaint.
13. Team Worldwide denies the allegations of Paragraph 13 of Plaintiff's Complaint.
14. Team Worldwide denies the allegations of Paragraph 14 of Plaintiff's Complaint.
15. Team Worldwide denies the allegations of Paragraph 15 of Plaintiff's Complaint.
16. Team Worldwide denies the allegations of Paragraph 16 of Plaintiff's Complaint.
17. Team Worldwide denies the allegations of Paragraph 17 of Plaintiff's Complaint.

Specifically, Team Worldwide denies that a demand for arbitration was sent to Defendant Team Worldwide.

18. Team Worldwide denies the allegations of Paragraph 18 of Plaintiff's Complaint.
19. Team Worldwide denies the allegations of Paragraph 19 of Plaintiff's Complaint.
20. Team Worldwide denies the allegations of Paragraph 20 of Plaintiff's Complaint.
21. Team Worldwide denies the allegations of Paragraph 21 of Plaintiff's Complaint.

Team Worldwide further denies the existence or formation of any contract with Plaintiff.

22. Team Worldwide denies the allegations of Paragraph 22 of Plaintiff's Complaint.
23. Team Worldwide denies the allegations of Paragraph 23 of Plaintiff's Complaint.
24. Team Worldwide denies the allegations of Paragraph 24 of Plaintiff's Complaint.
25. Team Worldwide denies the allegations of Paragraph 25 of Plaintiff's Complaint.
26. Team Worldwide denies the allegations of Paragraph 26 of Plaintiff's Complaint.

II.

For further answer, if necessary, Team Worldwide responds:

27. The Complaint fails to state a claim upon which relief can be granted.
28. There is no contract between Team Worldwide and Plaintiff. The Complaint does not allege that there is a contract between Team Worldwide and Plaintiff.
29. To the extent Plaintiff has a written document purporting to be a contract signed by a Team Worldwide agent or representative, such contract was obtained through fraud in the execution by Plaintiff.
30. There is no clear unmistakable evidence that Plaintiff and Team Worldwide agreed to arbitrate.
31. The purported agreement to arbitrate is ambiguous, in that it contains conflicting and irreconcilable conflicts as it calls for arbitration in separate locations and purports to

have multiple controlling law clauses. Team would further show that the “controlling provision” fails to set out enough details as to indicate an intent to arbitrate.

32. The alleged contract is unsigned.

33. The alleged signatory of the contract alleged by Plaintiff is not an agent of Team Worldwide.

34. The alleged signatory of the contract alleged by Plaintiff did not have actual or apparent authority to execute the alleged contract on behalf of Team Worldwide.

35. The alleged contract was obtained by fraud and/or conspiracy of Plaintiff and a third party.

WHEREFORE, Defendant Team Worldwide, Inc. prays that Plaintiff Overseas Carriers, Inc. take nothing by this suit, that Team Worldwide recover its costs and reasonable attorney’s fees, and that Team Worldwide receive such other relief to which it is justly entitled.

Respectfully submitted,

RUSSELL & WRIGHT, PLLC

/s/ Michael C. Wright

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**ATTORNEY FOR DEFENDANT TEAM
WORLDWIDE INC.**

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing document was served on the following counsel of record by electronic filing with the Court on January 5, 2011:

Evan T. Caffrey
5906 Patton Street
New Orleans, LA 70115

/s/ Michael C. Wright
Michael C. Wright